



राजपत्र, हिमाचल प्रदेश (असाधारण)

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शिमला, शनिवार, 19 सितम्बर, 1998/28 भाद्रपद, 1920

हिमाचल प्रदेश सरकार

बहुद्देशीय परियोजना एवं विद्युत विभाग

अधिसूचना

शिमला-2, 19 सितम्बर, 1998

संख्या विद्युत-छ-(5) 3/98.—हिमाचल प्रदेश की राज्यपाल मलाना विद्युत परियोजना के निर्माण हेतु भूमि अर्जन अधिनियम, 1894 की धारा 6 से 16 (दोनों शामिल) तथा धारा 18 से 37 (दोनों शामिल) के प्रावधान लागू करने हेतु धारा-41 के अन्तर्गत हुए इकरारनामा (अनुबन्ध "क") को धारा-42 के अन्तर्गत अधिसूचित करने के सहर्ष आदेश प्रदान करती हैं।

आदेश द्वारा,
ए० के० गोस्वामी,
वित्तायुक्त एवं सचिव।

AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894

ARTICLES OF AGREEMENT made this 18th day of September One thousand Nine Hundred and ninety Eighth between the Malana Power Company Ltd. a Company registered under the Company's Act, 1956 and having its registered office at Raj House, Kalehali, Distt. Kullu, H.P. through Sh. V.P.S. Chauhan, General Manager (Power) appointed by the Company as its Attorney (hereinafter called "the Company" which expression shall include its heirs, successors and assigns) of the one part and the Government of Himachal Pradesh through the F. C.-cum-Secretary (MPP & Power) to the Government of Himachal Pradesh (hereinafter called the "Government", which expression shall include his successors in office and assigns) of the other part.

Whereas, upon the application of the Company for acquisition of surface rights over land required for implementations of 86 MW Malana Hydro Electric Project, the Government of Himachal Pradesh have agreed to acquire on behalf of the Company under provision of the Land Acquisition Act, 1894 (1 of 1894), the pieces or parcels of land described and delineated in the Schedule hereto annexed and situated in Villages Chowki and Jari, Tehsil & Distt. Kullu, Himachal Pradesh, measuring 124-17-12 Bighas having been shown to the satisfaction of the said Government that the proposed acquisition is needed for implementation of 86 MW Malana Hydro Electric Project and whereas the said Government have called upon the Company under the provision of Section 41 of the said Act to enter into the agreement with the Government hereafter contained.

Now, these presents witness and it is hereby agreed and declared as follows:

(1) On demand, the Company shall and will pay to the said Government of Himachal Pradesh all and every compensation in respect of the said land tendered, paid or awarded to be tendered, paid or awarded by the Collector under the Land Acquisition Act, 1894, or by Court or Courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the said Act.

(2) On demand, made by the said Collector the obligation of the Company under the last preceding clause not being thereby limited the Company shall and will deposit with the said Collector such sum or sums of money as in his discretion the said Collector may in anticipation estimate to be necessary for the purpose mentioned in the last preceding clause.

(3) On payment by the Company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh (on deposit by the Company of all estimated amount as provided in the second clause) but not before possession shall have been taken under the provisions of the said land to the company and shall execute and do all such acts and deeds as may be necessary and proper for affectually vesting the same in the Company.

(4) In case, the Company has offered the land and construction etc., in its as security with the previous sanction of the Government for raising loans for Financial Institutions/Banks etc., within India and outside, the Government shall not have recourse to its rights or resumption of the lands under this clause, during the period such loan is outstanding.

(5) The said land shall be held by the Company for the purpose for which it is acquired or purpose legitimately connected as is hereinbefore mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had obtained for no other purpose whatsoever.

(6) Should the said lands not held by the Company for the purpose for which it is acquired legitimately connected as is hereinbefore mentioned within a period of three year from the date on which possession of the said land shall have been given to the Company within such further period as in its discretion may be prescribed or allowed by the State Government of Himachal Pradesh or should the lands at any time thereafter cease for a period of 36 consecutive months or ceased to be required for the purpose or purposes provided for in the foregoing 4th clause and in any such case the said Government may summarily re-enter upon and taken possession of the said land together with all buildings thereon whether such buildings were erected before or after transfer of the land to the Company and thereupon the interest of the Company in the said land and buildings shall cease and determine.

IN WITNESS WHEREOF the seal of the Company has been affixed and the Government of the State of Himachal Pradesh hereinto set his hand and seal, the day, month and year hereinabove mentioned.

WITNESS :

For and on behalf of
Malana Power Company Ltd.

1. Sd/-
(V. C. KATOCH)
Joint Secretary (Power & Industry).

Sd/-
(V. P. S. CHAUHAN),
General Manager (Power),
Authorised Signatory.

2. Sd/-
(M. R. VERMA),
Supdt. MPP & P-Section).

For and in behalf of the Government
of Himachal Pradesh.

1. Sd/-
(SHIV KUMAR),
Manager Malana Power Co. Ltd.
Bhuntar.

Sd/-
(S. RAIZADA),
(Site Assistant).

Sd/-
Through : The FC-Cum-Secretary (MPP & P)
to the Govt. of Himachal Pradesh.

SCHEDULE

District : KULLU

Tehsil : KULLU

Village	Khasra No.	Area		
		Bigha	Biswa	Biswansi
1	2	3	4	5
Phati Manikaran	8501	1	03	00
Kothi Kanaur	8498	1	03	00
	8500	0	05	00
	8499	0	01	00
	8512	1	08	00
	8522	0	11	00
	8539	1	10	00
	8536	1	06	00
	8537	0	17	00
	8497/2	0	05	100
	8511	0	19	0
	8517	1	07	00
	8531	1	09	00
	8553	0	16	00
	8492/2	0	10	02
	8510	1	19	00

1	2	3	4	5
	8515	1	12	00
	8529	0	15	00
	9006/8494/2	1	07	00
	9007/8494/2	1	09	00
	8541	2	06	00
	8493	2	14	00
	8514	0	16	00
	8530	0	13	00
	8503	0	18	00
	8508	1	11	00
	8518	1	09	00
	8528	0	05	00
	8538	0	18	00
	8543	1	08	00
	8542	1	10	00
	8521	0	12	00
	8495	0	17	00
	8519	1	00	00
	8550	0	12	00
	8520	1	18	00
	8533	4	05	00
	8516	2	14	00
	8535	0	15	00
	8534	0	14	00
	8523	0	12	00
	8513	1	17	00
	8540	1	14	00
	8551	1	04	00
	8524/2	0	08	00
	8507	1	01	00
	8364	10	01	00
	8509	0	14	00
	8506	0	06	00
	8505	0	10	00
	8370/1	2	01	00
	8367/1	1	19	00
	8373/1	2	19	00
	8496	0	12	00
	8552	1	05	00
	8532	0	12	00
	8502/2	0	12	00
	9072	4	09	00
	9077	5	00	00
	8372	1	07	00
Phati Jari	2401	0	13	00
Moja Harkandi	2399	0	15	00
	2363	0	07	00
	2384	0	16	00
	2367	2	00	00
	2387	0	05	00
	2398	0	06	00
	2403	1	18	00
	2360	3	17	00

1	2	3	4	5
	2370	1	12	00
	2368	0	11	00
	2383	0	19	00
	2385	0	06	00
	2929/2394	1	09	00
	2926/2380	1	08	00
	2928/2394	1	06	00
	2396	0	09	00
	2327/2380	2	05	00
	2379	0	18	00
	2382	0	05	00
	2367	0	10	00
	2371	0	17	00
	2390	0	06	00
	2393	0	01	00
	2395	0	03	00
	2374	0	19	00
	2378	0	07	00
	2331	1	08	00
	2389	2	00	00
	2397	0	06	00
	2400	0	14	00
	2372	2	07	00
	2774/2392	0	12	00
	2362	0	16	00
	2364	0	03	00
	2375	0	11	00
	2377	0	10	00
	2386	0	07	00
	2388	0	03	00
	2376	0	08	00
	2402	1	00	00
	2365	1	12	00
		124	17	12

WITNESS :

For and on behalf of
Malana Power Company Ltd.

1. Sd/-
(V. C. KATOCH),
Joint Secretary (Power).
2. Sd/-
(M. R. VERMA),
Superintendent M P P & P-Section).

Sd/-
(V. P. S. CHAUHAN),
General Manager (Power).
Authorised Signatory.

For and on behalf of the Government
of Himachal Pradesh.

1. Sd/-
(SHIV KUMAR),
Manager Malana Power Co. Ltd.
Bhunar.
2. Sd/-
(SANJEEV RAIKADA)
Malana Power Co. Ltd.,
Bhunar.

Sd/-
Through: The FC-Cum-Secretary
(MPP & P)

to the Govt. of Himachal Pradesh.